

BRONSTER FUJICHIKU ROBBINS
A Law Corporation

REX Y. FUJICHIKU #7198
DAVID M. PLONA #9892
1003 Bishop Street, Suite 2300
Honolulu, Hawai‘i 96813
Telephone: (808) 524-5644
Facsimile: (808) 599-1881
Email: rfujichaku@bfrhawaii.com
dplona@bfrhawaii.com

LENA N. BACANI (*pro hac vice*)
Loza & Loza, LLP
305 N. Second Avenue, Suite 127
Upland, California 91786
Telephone: (877) 406-5164
Facsimile: (213) 394-3625
Email: lena.bacani@lozaip.com

Attorneys for Defendants/Counterclaim Plaintiff
NTKN, INC. and HUNG KY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAI‘I

TRENDTEX FABRICS, LTD.,

Case No. 1:22-cv-00287-LEK-KJM

Plaintiffs,

vs.

NTKN, INC., a Hawaii corporation;
HUNG KY, an individual; SHAKA
TIME, INC., a Hawaii corporation;
TROPIHOLIC, INC., a Florida
corporation,

DEFENDANTS NTKN, INC. AND HUNG
KY’S ANSWER TO DEFENDANT
SHAKA TIME, INC.’S CROSS-CLAIM,
FILED AUGUST 26, 2022 [ECF 44];
CERTIFICATE OF SERVICE

Defendants.

NTKN, INC., a Hawaii corporation,
Counterclaim Plaintiff,
vs.
TRENDTEX FABRICS, LTD., a
Hawaii corporation,
Counterclaim Defendant.

[No Trial Date Set]

**DEFENDANTS NTKN, INC. AND HUNG KY'S
ANSWER TO DEFENDANT SHAKA TIME, INC.'S
CROSS-CLAIM, FILED AUGUST 26, 2022 [ECF 44]**

Defendants NTKN, Inc. (“NTKN”) and Hung Ky (“Mr. Ky”), (collectively, “the Defendants”), by and through their attorneys, answer Defendant Shaka Time, Inc.’s (“Shaka”) Cross-Claim Against Defendants NTKN, Inc., Hung Ky and Tropiholic, Inc., filed August 26, 2022 [ECF 44-1] (“Cross-claim”) as follows:

ANSWER

1. Defendants admit that Plaintiff Trendtex Fabrics, Ltd. (“Trendtex”) filed a complaint and First Amended Complaint for Copyright Infringement, filed August 15, 2022 [ECF 29] (“FAC”) against Defendants and co-defendants Shaka and Tropiholic, Inc. Defendants deny all other allegations of this paragraph.
2. Defendants deny the allegations in this paragraph.
3. Defendants deny the allegations in this paragraph.
4. Defendants deny the allegations in this paragraph.

SHAKA'S PRAYER FOR RELIEF

Defendants deny that Shaka is entitled to any of the requested relief.

AFFIRMATIVE DEFENSES

Without admitting that Shaka is entitled to any relief, Defendants assert the following affirmative and other defenses set forth below and reserve the right to allege additional defenses in the event discovery or other information indicates additional defenses are appropriate:

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

Shaka fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE
(Unclean Hands)

Shaka claims are barred, in whole or in part, by the doctrine of unclean hands.

THIRD AFFIRMATIVE DEFENSE
(Failure to Mitigate)

Shaka's claims are barred, in whole or in part, by its failure to mitigate its damages.

FOURTH AFFIRMATIVE DEFENSE
(No Duty)

Shaka's claims are barred, in whole or in part, because Defendants have no contractual or other duty to defend, contribute or indemnify Shaka in this action.

FIFTH AFFIRMATIVE DEFENSE
(Waiver/Estoppel)

Shaka's claims are barred, in whole or in part, by the equitable doctrines of waiver, laches and/or estoppel.

SIXTH AFFIRMATIVE DEFENSE
(Contributory Negligence)

Shaka's claims are barred, in whole or in part, because of its contributory and/or comparative negligence.

DATED: Honolulu, Hawai'i, September 27, 2022.

/s/ Rex Y. Fujichaku _____
REX Y. FUJICHAKU
DAVID M. PLONA
LENA N. BACANI (*pro hac vice*)

Attorneys for Defendants/Counterclaimant
NTKN, INC. and HUNG KY